

JOHN J. TECKLENBURG

VANESSA TURNER MAYBANK CLERK OF COUNCIL

### **NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., September 26, 2017, at Gibbes Museum of Art, 135 Meeting Street. The agenda will be as follows:

### **AGENDA**

Invocation - Councilmember Moody

Approval of Minutes: September 13, 2017

- a. Request authorization for the Mayor to execute the attached Supplemental Lease Agreement between the City of Charleston and the U.S. Coast Guard which is an annual renewal of an existing 10-year lease agreement. The U.S. Coast Guard desires to continue to use a platform area approximately 5'X5' mounted on top of an 18" diameter steel pile adjacent to the Maritime Center Pier for use as a navigational range light. U.S. Coast Guard also desires to use an optic mounted on a 15' tower bolted to the rear top deck of the Charleston Municipal Aquarium Garage for use as a navigational range light. [TMS: 459-00-00-169 and 459-13-04-001; 10 Wharfside Street (Charleston Maritime Center Pier), 24 Calhoun Street (Charleston Municipal Aquarium Garage)]
- b. Consider the following annexation:
  - -- Property on Grimball Road (TMS# 334-07-00-048) 7.15 acres, James Island (District 6). The property is owned by St. James Foundation.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to <a href="mailto:schumacheri@charleston-sc.gov">schumacheri@charleston-sc.gov</a> three business days prior to the meeting.

# REAL ESTATE COMMITTEE GENERAL FORM

TO:	Real Estate	Committee	DATE:	September 16, 20	17
FROM:	Colleen Ca	rducci	DEPT: BF	RC	
ADDRES		fside (Charleston M n Garage)	Maritime Center F	Pier), 24 Calhoun Street (	Charleston Municipal
TMS:	<b>4590000169</b> , 45	91304001			
PROPER	TY OWNER:	City of Charleston			
ACTION	REQUEST:	Agreement between annual renewal of a to continue to use a diameter steel pile a light. U.S. Coast G	n the City of Char in existing 10-yea i platform area ap adjacent to the M uard also desires the Charleston N	proximately 5'X5' mount aritime Center Pier for us	st Guard which is an U.S. Coast Guard desires ed on top of an 18" se as a navigational range ton a 15' tower bolted to
		ordinance require			
		All supporting doc			
			<u>s</u>	<u>ignature</u>	Attachments
De	partment He	ad			
Le	gal Departme	ent	France	1 Cantroll	
Ch	ief Financial	Officer	Matte Je	Dept CFO	
	rector Real E	state			$\boxtimes$
Ma 	inagement Ma	mager _	Mul	Calle	
	FUN	<b>DING</b> : Was fundi	ng needed?	Yes No	
	If yes, v	vas funding previo	ously approved	d?* Yes ☐☐ I	No 🔲
*If app	roved, provide	e the following:	Dept/Div.	Acct:	7
Balan	ce in Account		Amount r	needed for this item	

**<u>NEED:</u>** Identify any critical time constraint(s).

<sup>\*</sup>Commercial Property and Community & Housing Development have an additional form.

# **COMMERCIAL REAL ESTATE FORM**

TO:	Real Estate	Committee	DATE:	September 16, 2017
FROM:	Colleen Car	rducci DEF	т: <u>B</u> F	RC
ADDRES	10 Whar SS: Aquariur	fらidと(Charleston Maritir m Garage)	ne Center I	Pier), 24 Calhoun Street (Charleston Municipal
TMS:	4590000169, 45	91304001		
PROPER	RTY OWNER:	City of Charleston		
ACTION	REQUEST:	Agreement between the annual renewal of an exist to continue to use a platform diameter steel pile adjacting to U.S. Coast Guard and a second continue to use a platform of the continue to th	City of Cha sting 10-yea orm area a ent to the M also desires	to execute the attached Supplemental Lease rleston and the U.S. Coast Guard which is an ar lease agreement. The U.S. Coast Guard desires pproximately 5'X5' mounted on top of an 18" faritime Center Pier for use as a navigational range to use an optic mounted on a 15' tower bolted to Municipal Aquarium Garage for use as a
		The state of the s		
ORDIN	IANCE: Is an	ordinance required?	Yes 🔲	No 🖾
4	<u>4CTION</u> : Wha	at action is being tak	en on the	Property mentioned?
	CQUISITION	Seller (Property Owner)		Purchaser
	DONATION Donated By	TRANSFER		
	FORECLOS Terms:	URE		
	PURCHASE Terms:			
	CONDEMNA  Terms:	ATION		
	OTHER Terms:			
□ s	Seller	erty Owner)		Purchaser
	NON-PROFI	T ORG, please name		· · · · · · · · · · · · · · · · · · ·
	OTHER Terms:			, , , , , , , , , , , , , , , , , , , ,

## **COMMERCIAL REAL ESTATE FORM**

EASEMENT	Grantor (Property Owner)	Gr	antee
PERMANE	NT		
Terms:			
☐ TEMPORA	RY		
Terms: ☑			United States Coast
LEASE	Lessor: City of Charlesto	n Lessee:	Guard
☐ INITIAL			
Terms:			
RENEWAL			
	The City of Charleston enter Coast Guard beginning Octo	ber 1, 2013, which is su	ubject to annual renewal
	based on available federal for agreement renews said least		
Terms:	2018. The annual rental fee electricity.		
	· · · · · · · · · · · · · · · · · · ·		And the state of t
AMENDME Terms:	ZIN I		
Owner: Terms:			
e man ja ja paga saga saga saga saga saga saga sag			
	ECK: If Property Action		ne sale or lease of city
roperty, nas a bac	kground check been c		
		Yes 🖳 I	No ∐ N/A 🖾
Results:		nantanina ana ana ana ana ana ana ana ana an	
	Signatur	: Mus	L all
		Director Real	Estate Management
	se identify any pertine rding City Property.	nt detail (Clauses,	Agreement Terms,
<i>EED</i> : Identify any	/ critical time constrain	t(s).	

	SUPPLEMENTAL AGREEMENT	DATE		
SUPPLEMENTAL LEASE AGREEMENT	NO. 4	August 23, 2017		
•	TO LEASE NO.			
	HSCG82-14-1-0004 Site Name: Shutes-Folley Range Charleston SC, Navigation Lts			
	one trainer officer toney hange officer	ooton oo, manganon 20		
PREMISES -				
Shutes-Folley Channel				
Charleston Harbor				
City of Charleston, South Carolina				
THIS AGREEMENT, made and entered into this date by and between				
City of Charleston, South Carolina				
Whose address is				
80 Broad Street				
Charleston, South Carolina 29401				
Hereinafter called the Lessor, and the UNITED STATES OF	AMERICA, hereinafter called the Gove	rnment:		
WHEREAS, the parties hereto desire to amend the above Lo	ease.			
NOW THEREFORE, these parties for the considerations he amended, effective October 1, 2017 as follows:	reinafter mentioned covenant and agre	ee that the said Lease is		
Subject to the Availability of Funds for FY 18. The Government 01 October 2017 through 30 September 2018.	does hereby renew said lease and all co	onditions thereof, for the period		
The Government shall pay a one-time annual payment of \$500.00, payable in arrears.				
All other terms and conditions of the lease and supplement	tal lease agreements shall remain in fo	orce and effect.		
IN WITNESS WHEREOF, the parties subscribed their names	s as of the above date.			
LESSOR				
BY				
(Signature)		(Title)		
IN PRESENCE OF				
(Signature)	(Title)			
UNITED STATES OF AMERICA				
BY Paul Hewitt, Realty Specialist.				
(Signature)	(Title)			

LOA-2/7/401/107/30/0/59/71835/233T HSCG82-14-1-0004 (Lease) D7\_Sector San Juan\_Navigation Lts Shutes Folley Range, Charleston, SC

STANDARD FORM 2 FEBRÜARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

i \*

### U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

October 1, 2013

LEASE No. HSCG82-14-1-0004
Shutes-Folley Range Charleston, SC\_Navigation Lts

THIS LEASE, made and entered into this date by and between City of Charleston, South Carolina, (hereafter called the Lessor), whose address is 80 Broad Street, Charleston, South Carolina 29401and whose interest in the property hereinafter described is that of Owner, hereinafter called the Lessor, and by the authority of 14 USC § 672, the UNITED STATES OF AMERICA, acting by and through a duly authorized official of the United States Coast Guard, hereinafter called the Government.

WITNESSETH: The parties, hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises, also further identified and described in Exhibit 1, which is attached hereto and made a part hereof, hereafter referred to as the "Premises".

The Government will lease premises to own, operate and maintain navigational ranges in the Shutes-Folley Channel, Charleston Harbor, City of Charleston, South Carolina. The Front Range (32-47-17.825N, 079-55-540W) is a platform approximately 5'X5' mounted on top of an 18' diameter steel pile. The pile will be driven adjacent to the Maritime Center pier and fastened to it by a steel bracket. The optic will be mounted on a stand bolted to the platform. The Rear Range (32-47-23.992N, 079-55-42.506W) is an optic mounted on a 15' tower epoxy-bolted to the rear top deck of the City of Charleston municipal parking garage on Calhoun Street

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning from October 1, 2013 through September 30, 2014, subject to termination and renewal rights as may be hereinafter set forth. Subject to the availability of funds, the lease may at the option of the Government be renewed annually through September 30, 2023. This Agreement shall not automatically renew each Federal Fiscal Year (FY) unless a written notice to extend this Agreement is given to the Lessor at least thirty (30) days before the end of the lease term. The word "term" as used in this Agreement shall include the above renewal periods as shall be exercised by the Government.
- 3. Rent payments shall be paid by electronic funds transfer and shall be made <u>payable to</u>: City of Charleston. All rents are subject to Congress granting annual appropriations.
- 4. Rental payments shall be paid by: US Coast Guard Finance Center, 1430A Kristina Way, Chesapeake, Virginia 23326-1728. For help or assistance contact Customer Service at 800-564-5504 or 757-523-6940.
- 5. The Government shall pay the Lessor a onetime payment of \$500.00 per year, payable in arrears. The Government shall have the option to renew the lease on the same terms as specified in this lease. The Federal Fiscal Year (FY) runs 01 October to 30 September annually.
- 6. NOTICE. The Government may terminate this lease by giving at least thirty (30) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination, provided all USCG property has been removed from the premises by the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice. The Lessor may terminate this Lease with a ninety (90) day written notice.
- 7. This lease will continue with the same terms and conditions, unless and until the Government shall give notice of termination in accordance with paragraph 6, provided that adequate appropriations are available from year to year for payment of rentals. A Supplemental Agreement will be utilized to make changes/adjustments to this lease.
- 8. TAX IDENTIFICATION. All leases must include either a nine-digit Federal Tax Identification number or a Social Security Number. Please indicate below:

Name of Lessor. City of Charleston, South Carolina

Tax ID Number. 57 - 6000 236

Telephone Number: 843-724-3730

Dun's Number:

07-799-0786

(see Clause 35, FAR 52-204-7 Central Contractor Registration)

- 9. ELECTRONIC FUNDS TRANSFER. The Government will make payments under this lease by electronic funds transfer (EFT), After award, but no later than 30 days before the first payment, the Lessor shall designate a financial Institution for receipt of EFT payments, and shall submit this designation via internet by completing the EFT form at <a href="https://www.fincen.uscq.mil/secure/enrollment\_form.htm">https://www.fincen.uscq.mil/secure/enrollment\_form.htm</a> in accordance with paragraph 4.
- a. In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in 4, above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- b. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor's name and lease number.
- c. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.
- d. <u>Lessor is responsible for keeping their SAM registration current</u>. In the event that the Lessor's SAM registration(s) expires, the Government will cease making payments under this Lease until the Lessor renews the SAM registration. This will apply to all payments that the Government is required to make under this Lease, and no interest shall accrue as the result of such non-payment. Please access registration to CCR electronically at Internet site www.sam.gov.
- 10. PROMPT PAYMENT (SEP 1999). The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.
- 11. INTEREST PENALTY. An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made by the due date and Lessor has an electronic funds transfer (EFT) on file. The Interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments Inclusive from the first day after the due date through the payment date. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid. Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with Disputes clause 52.223-1. (see para 34)
- 12. COMPLIANCE WITH APPLICABLE LAW. The Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the Premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.
- 13. MAILING. Mailing refers to Certified Mail with a return receipt and the date of acceptance being the start date.
- 14. CHANGE OF OWNERSHIP NOTIFICATION. Lessor will notify Government within thirty (30) days of any transfer of ownership of the described property; or change in payment mailing address.
- 15. SUCCESSORS BOUND. The Lease shall blnd, and inure to the benefit of, the parties and their respective heirs, executors, administrators, and successors.
- 16. INDEMNIFICATION. The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671-2680), as amended), shall be liable for, and shall hold the Lessor harmless from claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, employees and agents in the use of the leased premises.
- 17. UTILITIES: The Lessor shall be responsible for furnishing all utilities to include electrical power.
- 18. INGRESS/EGRESS. Lessor hereby grants to the Government, its contractors and other duly assigned personnel, the right of 24 hour ingress and egress (both vehicular and pedestrian) necessary or convenient for the installation, use, maintenance, repair, operation and replacement of Government owned equipment across Lessor's property.
- 19. GOVERNMENT INSPECTION. The Government reserves the right, at any time after the lease is signed and during the term

of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.

20. PERFORMANCE FAILURE. If Lessor fails to cure or remedy any failure to perform any service, to provide any item, or meet any requirement of the lease within thirty (30) days of Governments written notice to Lessor, Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments or Government may perform the service, provide the item, or meet the requirement, either directly or through a contract.

#### 21. TENANTABLE CONDITION.

- a. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under the lease, in good repair and tenantable condition. Upon request of the U.S.C.G. Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
- b. If the leased area becomes unteriantable as determined by the Government, the Lessor shall provide similar leased mooring space that is subject to tenantable conditions as determined by the Government. During the unteriantable period, no lease charge is to be incurred by the Government. Any such payments, by the Government, to the Lessor will be promptly returned to the agency listed in paragraph 4. The Government may terminate the lease in the event additional tenantable mooring space is not provided.
- 22. ANTI-DEFICIENCY ACT (31 U.S.C. § 1341, as amended). Nothing in this lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.
- 23. INSURANCE. The Government is a self-insured entity.
- 24. TAXES AND ASSESSMENTS. The Government is not responsible or liable for any real property or personal property taxes, personal taxes, nor assessments levied or assessed upon or against the leased premises.
- 25. CONDITIONS OF USE. The Government is responsible for meeting all applicable Federal, State and local safety and other codes, and for obtaining all applicable Federal, State, and local permits, licenses, or other authorization required for operation of its equipment.
- 26. EQUIPMENT INSTALLATIONS, MAINTENANCE, INTERFERENCE, AND REMOVAL. The Government is solely responsible for all costs connected with the installation and maintenance of all Government-owned equipment located on the Leased premises. Installation and operation of Government equipment shall be done according to applicable government codes and accepted industry standards.
- 27. WARRANTY. Lessor makes no warranty, express or implied, as to the suitability of the leased premises for the Government's intended use or purpose and expressly disclaims any such warranty. Lessor does not guarantee an uninterrupted continuous electrical power supply to the leased premises.
- 28. SUBLETTING/ASSIGNMENT. Government may not sublet or assign the leased premises.
- 29. SEVERABILITY. If any term or provision of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.
- 30. DISPUTES (DEC 1998). This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613). Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- a. "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (b)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- b. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

  Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
  - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for

which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

- c. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
  - d. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- e. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- f. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33,21, interest shall be paid from the date that the Contracting officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided for in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- 31. LEASE ADMINISTRATION AND POINTS OF CONTACT. Administration of subject lease will be accomplished by: Commander, U. S. Coast Guard, Civil Engineering Unit Miami, Attn: Real Property, 15608 SW 117<sup>th</sup> Avenue, Miami, FL 33177, Jaime Reyes, Real Property Specialist, Phone (305) 278-6716. The City of Charleston, SC Point of Contact—Adelaide S. Andrews, Deputy Corporation Counsel, 80 Broad Street, Charleston, SC 29401, Phone (843) 724-3730 or andrewsa@charlestonsc.gov. U.S. Coast Guard Technical POC, OIC, ANT Charleston, 196 Tradd Street, Charleston, SC 29401 (843) 720-7709
- 32. ASSIGNMENT OF CLAIMS (JAN 1986).

)). (j),

j 4

a. The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

THIS SPACE INTENTIONALLY LEFT BLANK

- b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- c. The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such in writing.
- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- 33. This lease incorporates by reference the applicable clauses in GSA Form 3517B ("General Clauses"), with the same force and affect as if they were given in full text. Upon request, the Government will make the full text available or the full text may be found at <a href="http://www.gsa.gov/leasingform">http://www.gsa.gov/leasingform</a>.

Exhibits:

- 1. Lat Long
- 2. Rear Lights Photos
- 3. Front Lights Photos
- 4. Arch/Design drawings

IN WITNESS WHEREOF, the parties hereto have hereunto subso	ribed their names as of the date first above written.
LESSOR:  BY John Just (Jegmen du Signature)  Joseph P. Wiley, Jr., Mayor	Mayon fro Jen. (Official title)
IN PRESENCE OF: BY Lennifu B. Cook	3224 Queensque Way Mount Pleascott, SC 29466
(Signature)	(Address)
UNITED STATES OF AMERICA DEPARTMENT OF HOMELAN	D SECURITY/US COAST GUARD
BY Moraly	Jenny Morales-Perez Real Property Contracting Officer
Signature)	(Official title)

STANDARD FORM 2 FEBRUARY 1965 EDITION

FINI

and



HSCG82-14-1-0004 Exhibit 1 Front and Rear Range Navigational Lights

Places | Google Earth | Cities | Earthquakes | Lat - Long

Home » Latitude and Longitude of a Point



To find the latitude and longitude of point Click on the map, Drag the marker, or enter the...

Address: Sour/Core no Aquarium Garage, Charleston, SC (Go)

Map Center: Get Address - Land Plat Size - Street View - Rectangle Tool - Area Photographs

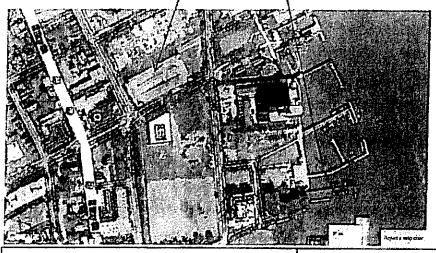
Try out 3D Google Earth. Google Earth gives you a 3D look of the area around the center of the map, which is usually your last click point, and includes latitude, longitude and elevation information.

© cwannebook

Alana caleuso taryon

(VIXIEC)

Latitude and Longitude of a Point



(Terri Hecet

Remove Last Blue Marker .

Center Red Marker

#### Get the Latitude and Longitude of a Point

When you click on the map, move the marker or enter an address the latitude and longitude coordinates of the point are inserted in the boxes below.

Latitude:

Longitude:

Latitude:

Degrees Minutes Seconds
32 47 177806

### Show Point from Latitude and Longitude

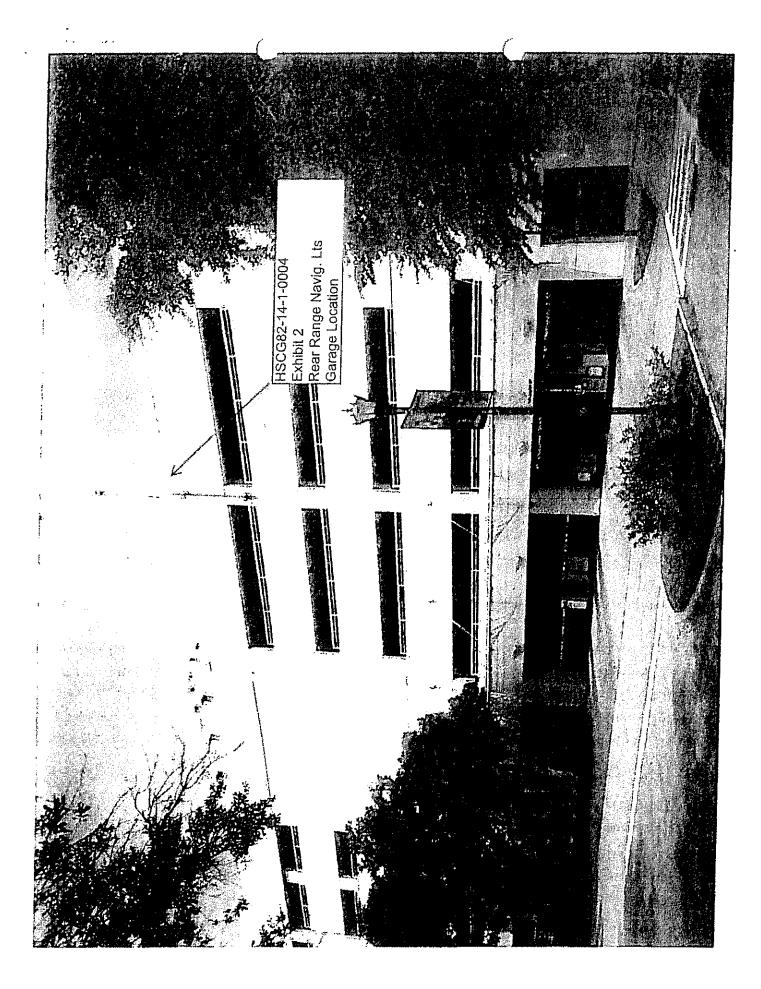
Use this if you know the latitude and longitude coordinates of a point and want to see where on the map the point is.

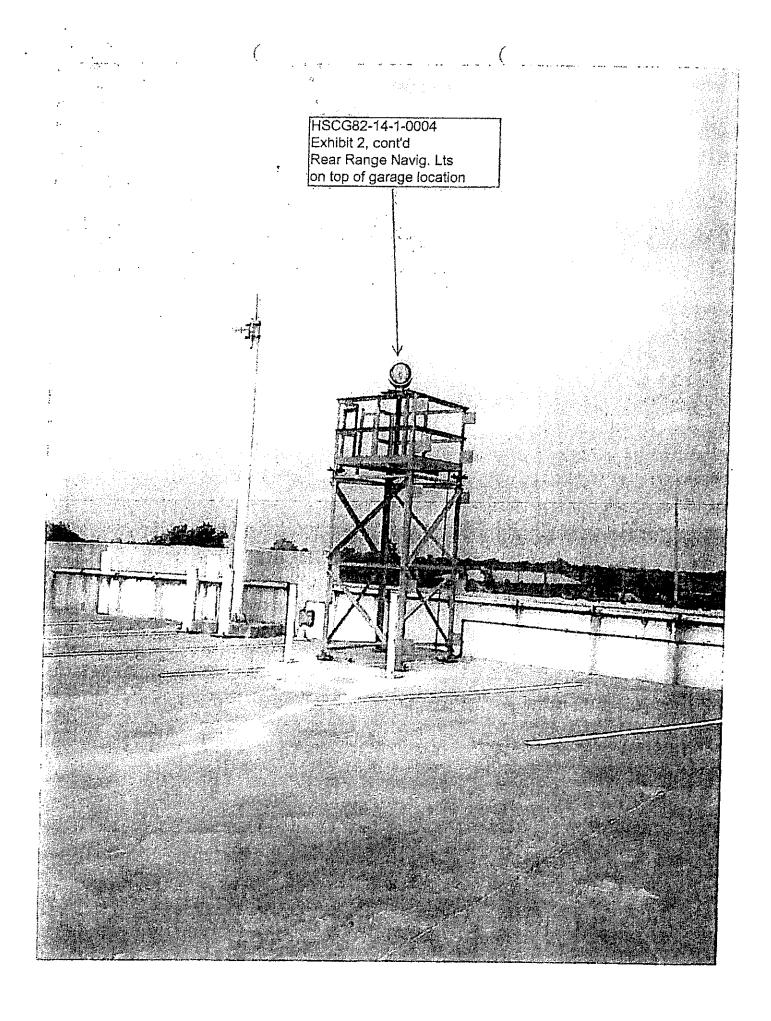
Use: + for N Lat or E Long - for S Lat or W Long.

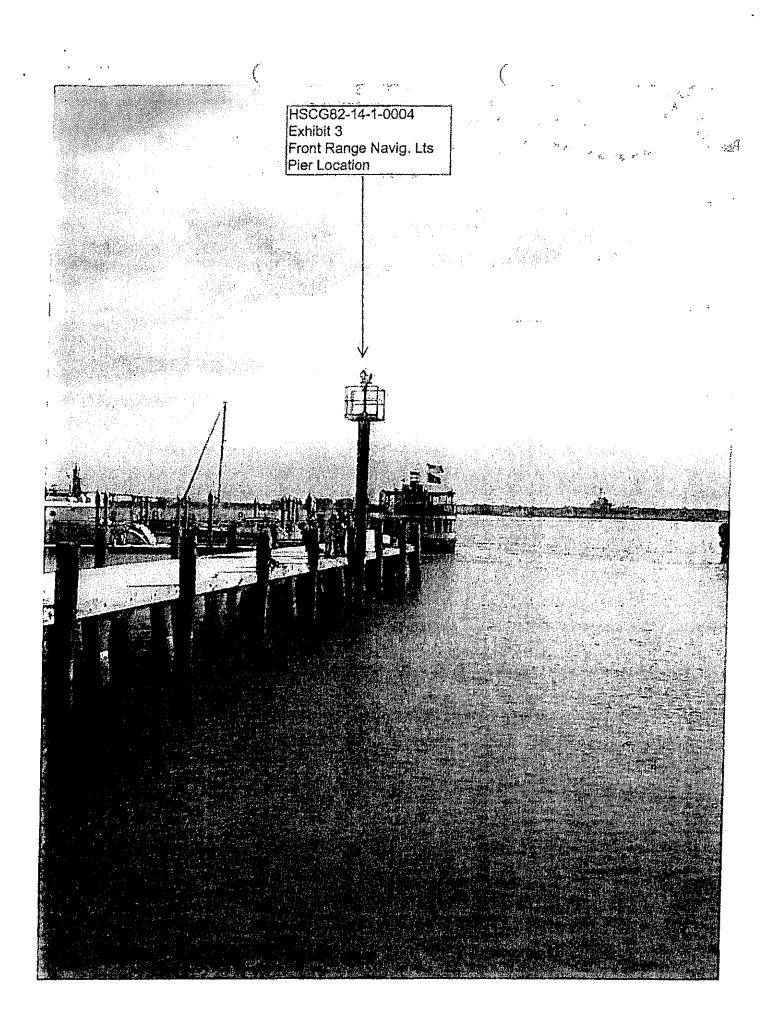
Example: +40.689060 -74.044636 Note: Your entry should not have any embedded spaces.

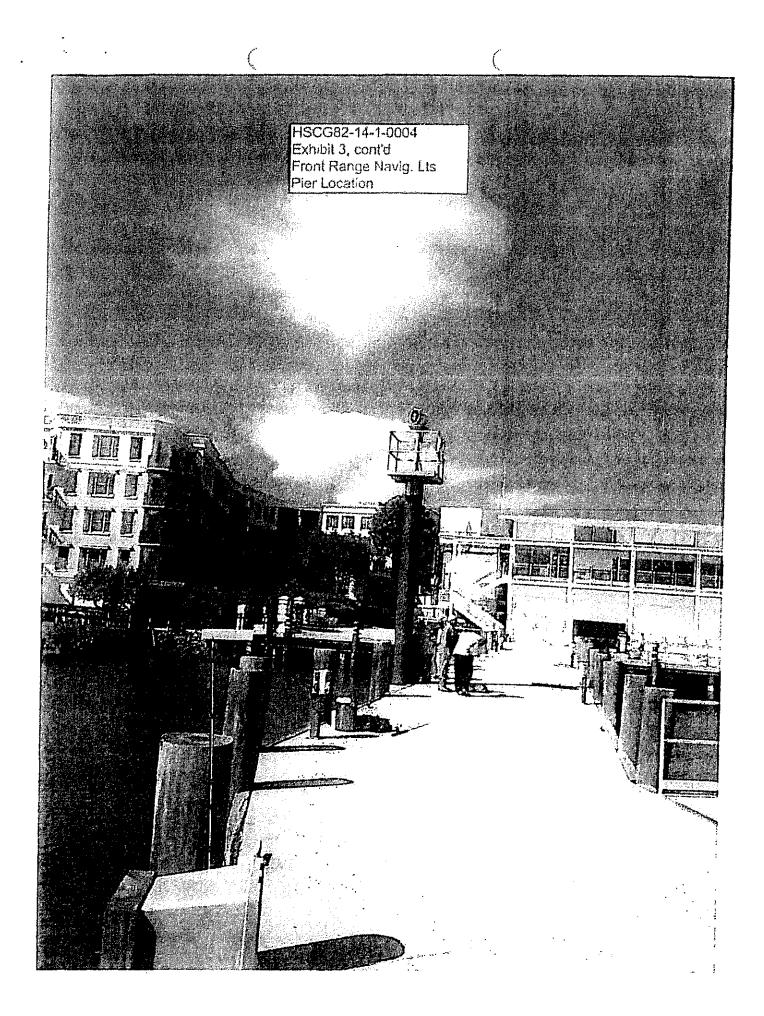
Decimal Deg. Latitude: Decimal Deg. Longitude:

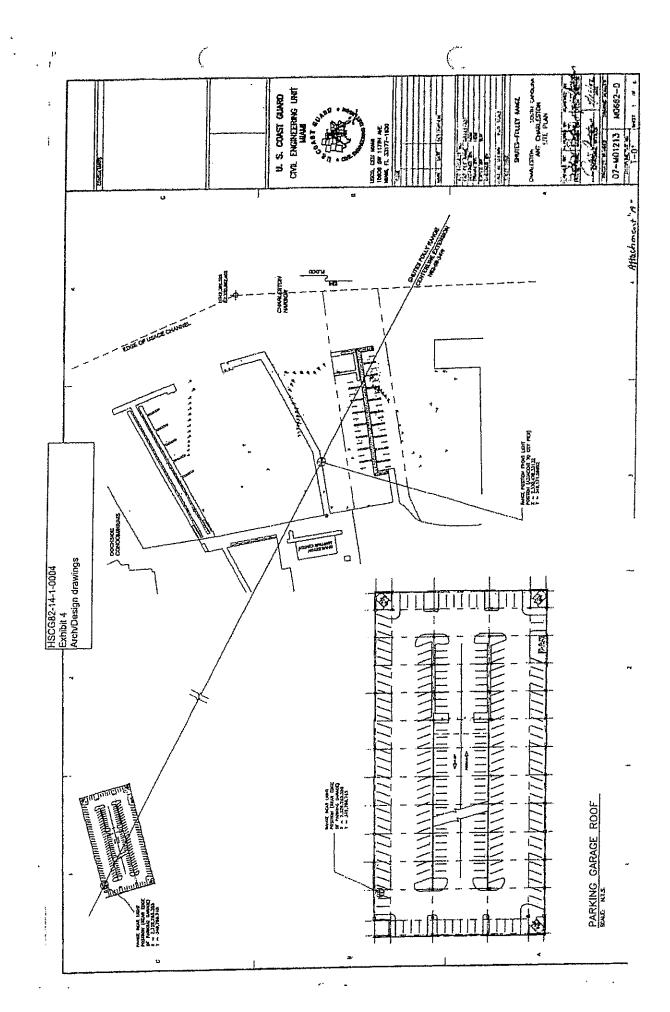
Show Point

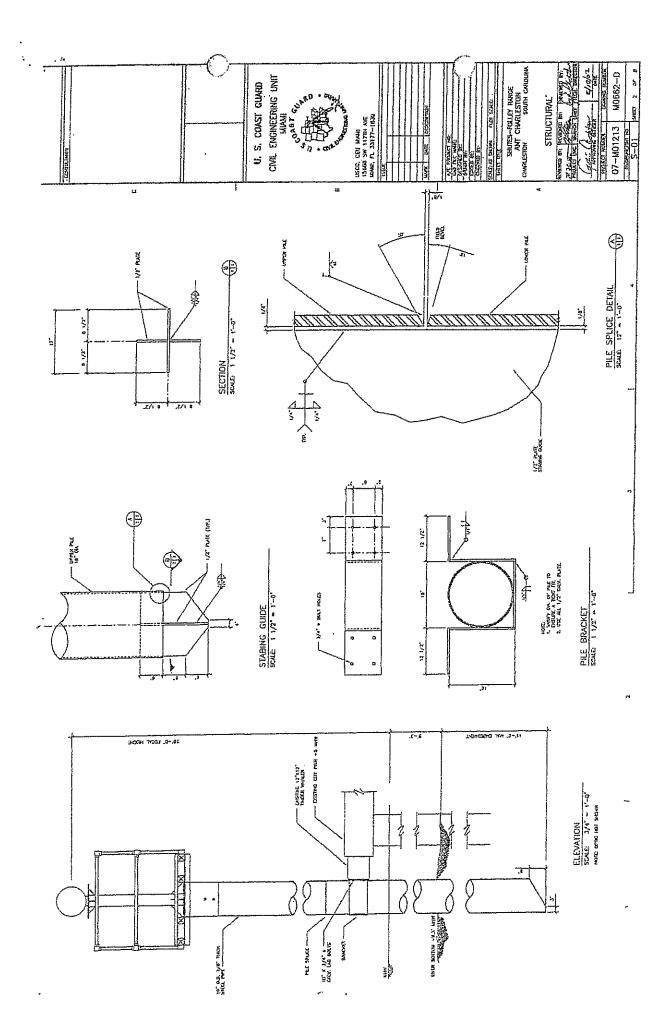


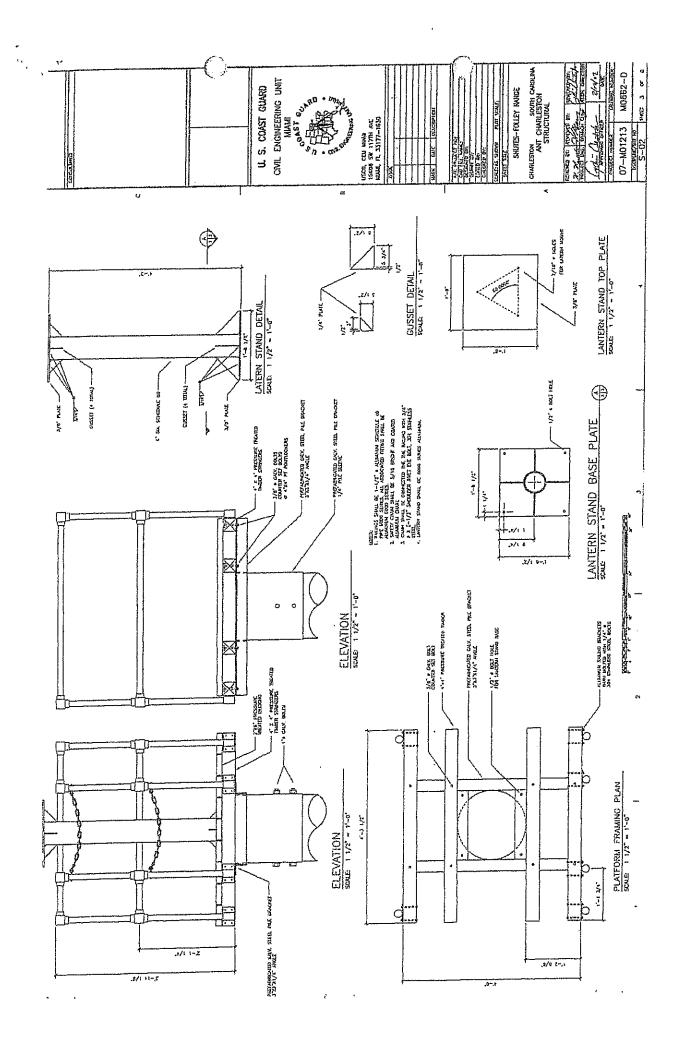


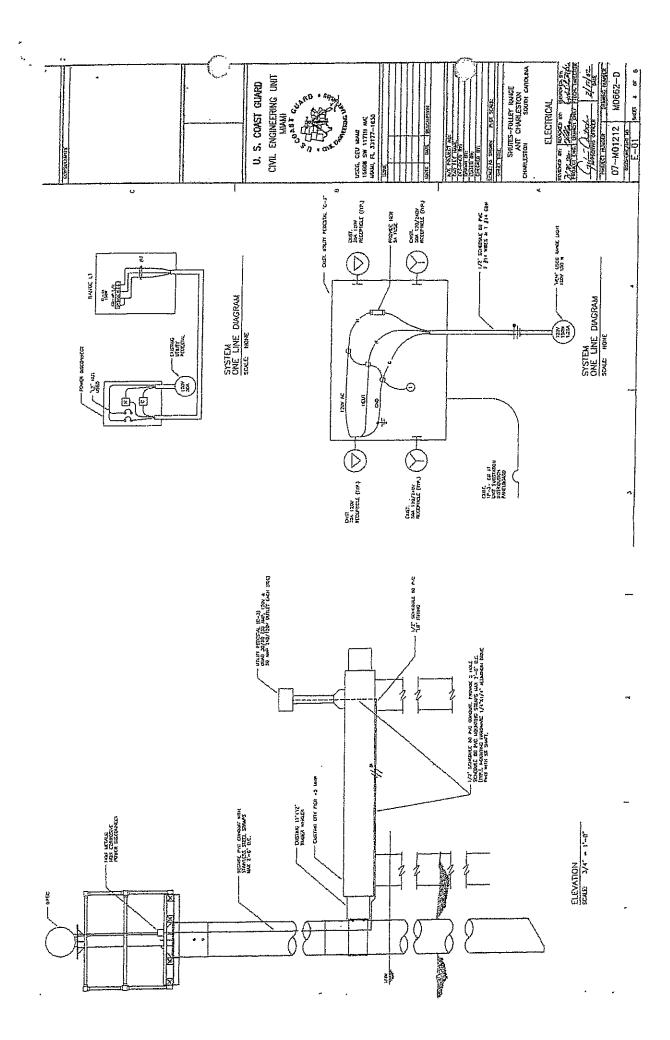












U. S. COAST GUARD
CYAL ENGINEERING UNIT
MAM!
COAST OC. Charleton Soun Card Alt Charleston Structural SHUTS-FOLLEY RAKEE TALL C SOM PAT SOLE USEQ CEN LAMA 1560M SW 117TH AND 1980M, PL 33177-1030 TUDONDO COMONIA 2 PART CHOOSES STID. ALT-HADDS ESISS. 1. Ports is coust couse simples 51. 5' arm toust. 2. Pool Husto of the optic sall et 14' arm ANCHOR BOLT Diging pulses Living food year REAR RANGE LIGHT TOWER į -PARTING A CHACK PARCES 101 141 101000

-1

746.55.4 67.55.4 1460.5.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0.2 10.0. CML ENGINEERING UNIT U. S. COAST GUARD was but 88,880000 USCC, CD: MAN 15406 SW 117TH ANE MAN, FL 2NT77-1850 ELSE / 'L2" NOT USED Y THE SYSTEM ONE LINE DIAGRAM SEME. 1/2" - 1'-G" SYSTEM ONE LINE DIAGRAM SOME 1 1/2' = 1'-0" **7**13 DASH HEERER IN DANG COL XI-IT RANGE LT CHANG MANIC ELEVATION scre 1 1/2 - 1:-0

of



Ratification
Number

# AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS PROPERTY ON GRIMBALL ROAD (7.15 ACRES) (TMS# 334-07-00-048), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY THE ST. JAMES FOUNDATION.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
  - C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, property on Grimball Road, (7.15 acres) is identified by the Charleston County Assessors Office as TMS# 334-07-00-048, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

	Ratified in City Council this day in the Year of Our Lord, 2017, in the Year of the Independence of the United States of America.
Ву:	John J. Tecklenburg Mayor
Attest:	Vanessa Turner Maybank Clerk of Council

### **Annexation Profile**

Parcel Address: Grimball Road Presented to Council: 9/26/2017

Status: Received Signed Petition

Owner Names: The St. James Foundation

Year Built: NA

Number of Units: 0

Parcel ID: 3340700048 Number of Persons: 0

Race: Vacant

Acreage: 7.15

Mailing1314 Secessonville RdCurrent Land Use:VacantAddress:Charleston, SC 29412Current Zoning:PD

Requested Zoning: RR-1

City Area: James Island

Recommended Zoning: RR-1

Subdivision:

Appraised Value: \$0.00

Council District: 6

Assessed Value: \$0.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water, James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA ) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON )
TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON
WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the
annexation of an area or property which is contiguous to a City by filing with the municipal
governing body a petition signed by all persons owning real estate in the area requesting
annexation, and
WHEREAS, the undersigned are all persons owning real estate in the area requesting
annexation, and
WHEREAS, the area requesting annexation is described as follows, to wit:
SAID PROPERTY, located on James Island (approximately 7.15 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 334-07-00-048
(Address: 1981 Grimbal Road; Charleston, S. C. 294/2).
NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.
Dated this 25th day of April , 20197
FREEHOLDERS (OWNERS) SIGNED DATE OF SIGNATURE
Jacqueline Sinditor-Brown 4/25/2017 (Bignature) (Date)
13317412011C1 / 17 17 1123C1
Jacqueline Sindetm-Brown (Print Name)
Jacqueline Sindetm-Brown

# City of Charleston Annexation Map

Parcel Address:

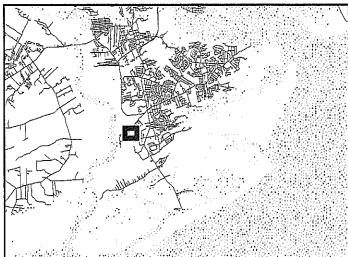
Grimball Road

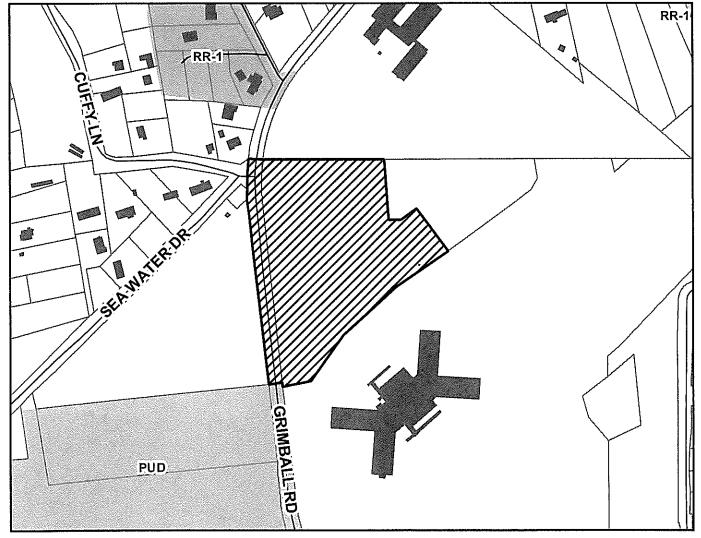
TMS #: 3340700048

Acreage: 7.15

City Council District: 6

James Island







Subject Property



Corporate Limits
City of Charleston



Water

